



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: February 12, 2019

Agenda Language:

Consider and take appropriate action on the following grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. New Grant Application with Bluebonnet Electric for an Energy Assistance Program in the Health and Human Services Department
- B. Annual contract with the Texas Department of Housing and Community Affairs to continue the Comprehensive Energy Assistance Program (CEAP) for FY 2019 in the Health and Human Services Department
- C. Annual contract with the Texas Department of Housing and Community Affairs to continue the Low Income Home Energy Assistance Program (LIHEAP) Weatherization Assistance for FY 2019 in the Health and Human Services Department

Prepared By/Phone Number: Alex Vlahodimitropoulos, Planning and Budget, (512) 854-1764

Elected/Appointed Official or Department Head: Jessica Rio, County Executive, Planning and Budget

Commissioners Court Sponsor(s): Commissioner Margaret Gómez

Press Inquiries: Hector Nieto, PIO@traviscountytexas.gov or (512) 854-8740

Background/Summary of Request and Attachments:

Item A is a new application to the Bluebonnet Electric for an Emergency Assistance grant program.

Items B through C are for existing programs.

Staff Recommendations:

PBO recommends approval.

Issues and Opportunities:

Additional information is provided on the grant summary sheets.

Fiscal Impact and Source of Funding:

Items A through C do not require a County match.

Required Authorizations:

Planning and Budget Office

Jessica Rio

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

County Judge's Office

Joe Hon

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytx.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

Revised 17-12-05

TRAVIS COUNTY

2/12/2019

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE
FY 2019

*The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs.
This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.*

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share/ Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	
<i>Applications</i>									
A	158	Bluebonnet Electric Cooperative CEAP grant	04/01/2019-03/20/2020	\$10,735.00	\$0.00	\$0.00	\$10,735.00	0.00	Recommend Approval
<i>Contracts</i>									
B	158	Comprehensive Energy Assistance Program (CEAP)	01/01/2019-12/31/2019	\$3,893,682.00	\$0.00	\$0.00	\$3,893,682.00	8.00	Recommend Approval
C	158	2019 LIHEAP, Low-Income Home Energy Assistance Program	01/01/2019-12/31/2019	\$764,979.00	\$0.00	\$0.00	\$764,979.00	0.00	Recommend Approval

FY 2019 Grant Summary Report
Grant Applications Approved by Commissioners Court

The following is a list of grants for which an application has been submitted since October 1, 2018.

Dept.	Grant Title	Grant Period	Grant Award	County Cost Share/ Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	FTA 5310 - CAMPO GRANT	10/01/2018- 09/30/2021	\$165,000.00	\$41,250.00	\$0.00	\$206,250.00	0.00	10/16/2018
124	Formula Grant - Indigent Defense Program	10/01/2018- 09/30/2019	\$941,246.00	\$0.00	\$0.00	\$941,246.00	0.00	10/23/2018
137	State Criminal Alien Assistance Program - SCAAP 18	07/01/2016- 06/30/2017	\$400,955.00	\$0.00	\$0.00	\$400,955.00	0.00	10/23/2018
117	Travis County Parks Historical Resource Survey	10/01/2018- 09/30/2020	\$25,000.00	\$25,000.00	\$0.00	\$50,000.00	0.00	10/30/2018
124	Veterans Court	07/01/2019- 06/30/2020	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00	11/13/2018
119	Underage Drinking Prevention Program	10/01/2019- 09/30/2020	\$188,276.00	\$50,951.00	\$55,000.00	\$294,227.00	0.00	12/4/2018
119	Domestic Violence High Risk Team	02/01/2019- 01/31/2020	\$55,000.00	\$14,070.00	\$0.00	\$69,070.00	0.00	1/8/2019
137	Travis County Sheriff's Office Specialized Mission Vehicle	09/01/2019- 08/31/2021	\$275,488.00	\$0.00	\$0.00	\$275,488.00	0.00	1/22/2019
158	4-H CAPITAL Youth Outdoor Ambassador Program	05/01/2019- 11/01/2020	\$50,000.00	\$50,407.00	\$0.00	\$0.00	0.00	1/22/2019
147	Emergency Management Performance Grant	10/01/2018- 09/30/2019	\$53,000.00	\$53,000.00	\$0.00	\$106,000.00	0.00	1/22/2019
158	Retired and Senior Volunteer Program (CNCS)	04/01/2019- 03/20/2020	\$50,495.00	\$21,641.00	\$0.00	\$72,136.00	0.82	1/29/2019
158	Parenting in Recovery / Family Drug Treatment court	09/30/2019- 09/29/2020	\$425,000.00	\$0.00	\$0.00	\$425,000.00	0.00	1/29/2019
Grant Applications Total			\$2,679,460.00	\$256,319.00	\$55,000.00	\$2,890,372.00	0.82	

FY 2019 Grant Summary Report
Grant Contracts Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2018.

Dept.	Grant Title	Grant Period	Grant Award	County Cost		Program Total	FTEs	Approval Date
				Share/ Contribution	In-Kind Contribution			
145	Integral Care - Community Partners for Children Coordinator	09/01/2018-08/31/2019	\$83,826.48	\$0.00	\$0.00	\$83,826.48	1.00	10/9/2018
158	Partner Agency Capacity Building Grant - Central Texas Food Bank	43365	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00	10/30/2018
158	Parenting in Recovery / Family Drug Treatment court	09/30/2018-09/29/2019	\$425,000.00	\$0.00	\$0.00	\$425,000.00	0.00	10/30/2018
158	CEAP, Comprehensive Energy Assistance Program Amendment 2*	01/01/2018-03/31/2019	\$3,813,530.00	\$0.00	\$0.00	\$3,813,530.00	7.75	10/30/2018
158	Title IV-E Child Welfare Services	10/01/2018-09/30/2025	\$6,385.09	\$24,053.50	\$0.00	\$30,438.59	0.15	11/6/2018
158	LIHEAP, Low Income Home Energy Assistance Act Weatherization Assistance Program*	01/01/2018-03/31/2019	\$716,970.00	\$0.00	\$0.00	\$716,970.00	0.00	11/13/2018
147	Emergency Management Performance Grant	10/01/2017-03/31/2019	\$53,250.42	\$53,250.42	\$0.00	\$106,500.84	4.00	11/27/2018
158	Maternal, Infant, and Early Childhood Home Visiting (MIECHV)	09/01/2018-08/31/2019	\$150,000.00	\$0.00	\$0.00	\$150,000.00	0.00	12/11/2018
149	TPWD Recreational Trail Grant - Arkansas Bend Trails	10/22/2018-06/30/2022	\$200,000.00	\$50,000.00	\$0.00	\$250,000.00	0.00	1/3/2019
158	Retired and Senior Volunteer Program (HHSC)	09/01/2018-08/31/2019	\$24,484.00	\$0.00	\$0.00	\$24,484.00	0.00	1/3/2019
137	TX DOT Selective Traffic Enforcement Program (STEP) FY 2020	10/01/2019-09/30/2020	\$49,989.60	\$18,030.31	\$0.00	\$68,019.91	0.00	1/8/2019
137	State Criminal Alien Assistance Program - SCAAP 17	07/01/2015-06/30/2016	\$209,517.00	\$0.00	\$0.00	\$209,517.00	0.00	1/29/2019
Grant Contracts Total			\$5,752,953	\$145,334	\$0	\$5,898,287	12.90	

FY 2019 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	<i>Amount requested for PTC</i>			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
158	Maternal, Infant, and Early Childhood Home Visiting (MIECHV)	09/01/2018-08/31/2019	\$21,973.00	\$0.00	\$21,973.00	2.00	11/30/2018	10/2/2018	NA



TRAVIS COUNTY
FY 2019 GRANT SUMMARY SHEET

Contract #: 81190003026

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	HHS / Community Services, Housing Services	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	2019 LIHEAP, Low-Income Home Energy Assistance Program		
Grant Period:	From: 01/01/2019	To: 12/31/2019	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Housing & Community Affairs		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U. S. Department of Health and Human Services		

Budget Categories	Grant Funds	County Cost Share/ Contribution	In-Kind	TOTAL
Personnel:	\$ 244,738.00	\$ 0.00	\$ 0.00	\$ 244,738.00
Operating:	\$ 465,086.00	\$ 0.00	\$ 0.00	\$ 465,086.00
Capital Equipment:	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs:	\$ 55,155.00	\$ 0.00	\$ 0.00	\$ 55,155.00
Totals:	\$ 764,979.00	\$ 0.00	\$ 0.00	\$ 764,979.00
FTEs:	0.00	0.00	0.00	0.00

Program Income (\$/Des):	\$ 0.00	
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Permission to Continue Request - One Line Per Fiscal Year					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	
Totals:	\$ 0.00	\$ 0.00	\$ 0.00		

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	PG	

Applicable County Goal	
2 - Promote the well-being of our residents through social, economic, and health and safety initiatives	

Performance Measures					
#	Measure	Actual FY 17 Measure	Projected FY 18 Measure	Projected FY 19 Measure	Projected FY 20 Measure
+ -		Applicable Departmental Measures			
1.	Number of unduplicated clients served	253	200	200	250
2.					
3.					
+ -		Measures for the Grant			
1.	Number of Households receiving LIHEAP weatherization assistance	93	105	100	100
Outcome Impact Description		Providing weatherization services and minor home repair for clients as described by the grant guidelines will lower the household energy usage and lower household energy costs.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

The Health and Human Services and Veterans Service Department (HHSVS) is requesting Commissioners Court approval of an award with the Texas Department of Housing and Community Affairs (TDHCA) through the Department of Health and Human Services for the Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP). This grant award of \$764,979 will allow the department able to provide weatherization services and minor home repair assistance to low-income households. No County match is required and no there is no commitment by the Court to fund services if the grant is discontinued.

PBO recommends approval of this contract award.

1. Brief Narrative - Summary of Grant: What is the goal of the program? How does the grant fit into the current activities of the department? Is the grant starting a new program, or is it enhancing an existing one?

The goal for this program is to assist low-income households by providing weatherization assistance to their residences. The benefit of weatherizing these households and reducing the home energy needs will further improve their ability to become energy self-sufficient. The program assists households with priority given to elderly, persons with disabilities and households with a child 5 years of age and under.

With this contract, the Texas Department of Housing and Community Affairs awards \$764,979 for the 2019 LIHEAP weatherization assistance program. This is the largest fund for weatherization assistance the County receives.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

No additional funds are required.

3. County Commitment to the Grant: Is a county match required? If so, how does the department propose to fund the grant match? Please explain.

There is no County match required and no commitment by the Commissioners Court to fund services if funds are discontinued by the grantor.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for indirect costs (\$55,155) at the rate of 7.21% of the total allowable expenditures.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

Yes

6. If this is a new program, please provide information why the County should expand into this area.

N/A

7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Travis County Health and Human Services Family Support Services division staff will perform the client eligibility interviews for assistance provided by this program and other programs available through the department. The Family Support Services staff will make referrals to the Housing Services division staff for those households deemed eligible for weatherization assistance. The Housing Services staff performs assessments of the residences and determines the weatherization services and minor home repairs that can be addressed with this grant fund and other program funding available. Services are provided by either in-house staff or by purchasing contracted services.

This grant assistance is another program the department uses to meet the requests of low-income clients who are seeking minor home repair, and weatherization services.



TRAVIS COUNTY HEALTH and HUMAN SERVICES
P. O. Box 1748 * Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS
Office (512) 854-4100 * Fax (512) 279-2197

M E M O R A N D U M

Date: January 24, 2019

To: MEMBERS OF THE COMMISSIONERS COURT

From: Deborah E. Britton Digitally signed by Deborah E. Britton
Date: 2019.01.28 09:45:13 -06'00'
Deborah Britton, Chief Deputy, for
Travis County Health and Human Services

Subject: Acceptance of 2019 LIHEAP Weatherization Assistance Program Contract

Proposed Motion: Consider and take appropriate action to approve the contract with Texas Department of Housing and Community Affairs for the LIHEAP Weatherization Assistance Program for 2019.

Summary and Staff Recommendation: Staff requests the acceptance of this contract from the Texas Department of Housing and Community Affairs (TDHCA). The total grant funding for this contract is in the amount of \$764,979. The LIHEAP grant funds awarded to Travis County are used to provide weatherization services and minor home repair assistance for low-income households. The distribution of assistance will be to qualified Travis County residents with household income levels at or below 150% of the current Federal Poverty Income Guidelines with household weatherization needs.

Budgetary and Fiscal Impact: The department will be able to use the LIHEAP funds for administration, materials, labor and training. The funds for materials and services will be budgeted in the related GL accounts for building repairs and maintenance and supplies & equipment. Funding for labor will be budgeted in the corresponding salaries and benefit GL accounts. Funds for training will be budgeted in the applicable registration and travel, meals and lodging GL accounts. No matching funds are required for this grant. This contract period is 01/01/19 through 12/31/19.

Issues and Opportunities: We were able to provide weatherization services for 105 dwelling units with use of these grant funds in the last allocation period. The department utilizes this program to obtain a goal of assisting low-income households in achieving a level of energy efficiency, giving

priority to households with one or more persons age 60 or above and/or an individual with a disability. Priority also is given to those households with young children age five and under and to those with the lowest incomes that pay the highest portion of their incomes for home energy.

It should be noted that this contract is made available electronically to Travis County from the Texas Department of Housing and Community Affairs. Therefore, in addition to the Commissioners Court authorizing Judge Eckhardt to sign the hard copy of the contract, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract.

cc: Jessica Rio, County Executive, Planning and Budget Office
Aerin Pfaffenberger, Sr. Budget Analyst, Planning and Budget Office
Patti Smith, C.P.A., Travis County Auditor
Cynthia Sayles, Auditor Analyst III, County Auditors Office
Bonnie Floyd, MBA, CPPO, CPPB Travis County Purchasing Agent
Scott Worthington, Business Analyst II, Travis County Purchasing Office
Prema Gregerson, Assistant County Attorney, County Attorney's Office
Sherri E. Fleming, County Executive, HHS
Ross Stephens, Division Director, Community Services, HHS
Doug Misenheimer, Social Services Program Admin., Housing Services, HHS

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER. 81190003026

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

Awarding Federal Agency: United States Department of Health and Human Services

TDHCA Federal Award Number: E-19BITXLIEA

Award Year (Year of Award from HHS to TDHCA): 2019

Unique Entity Identifier Number: 030908842

SECTION 1. PARTIES TO THE CONTRACT

This 2019 Low Income Home Energy Assistance Program ("LIHEAP") Weatherization Assistance Program Contract ("Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and **Travis County**, a political subdivision of the State of Texas ("Subrecipient") hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **January 01, 2019**, and, unless earlier terminated, shall end on **December 31, 2019** ("Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

- A. Subrecipient shall implement a Weatherization Assistance Program ("WAP") in accordance with the provisions of Part A of the Energy Conservation in Existing Buildings Act of 1976, as amended (42 U.S.C. §6861 *et seq.*) ("WAP Act"), the sections of the U.S. Department of Energy ("DOE") implementing regulations codified in 10 CFR Parts 440 and 600 ("WAP Regulations") as indicated herein, 2 CFR Part 200 (as applicable), the Texas WAP State Plan, the Texas LIHEAP State Plan; the implementing State regulations at Title 10, Part I, Chapter 1, Chapter 2 and Subchapters A and D of Chapter 6, of the Texas Administrative Code as amended or supplemented from time to time ("State Rules"), Chapters 2105 and 2306 of the Texas Government Code ("State Act"), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. §8621 *et seq.*) ("LIHEAP Act"), and the implementing regulations codified in 45 CFR Part 96 ("LIHEAP Regulations").
- B. Subrecipient shall, in accordance with this Contract throughout its service area, develop and implement a WAP in the counties and in accordance with the terms of this Contract; the certifications attached hereto as Addendums A, B, C and D and incorporated herein for all relevant purposes; the "Budget and Performance Statement" attached hereto as Exhibit A and incorporated herein for all relevant purposes; the "Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the WAP" attached hereto as Exhibit B and incorporated herein for all relevant purposes; the "LIHEAP Priority List" attached hereto as Exhibit C and incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its funding under this Contract; and with all other terms, provisions, and requirements herein set forth.
- C. Subrecipient shall develop and implement the WAP to assist in achieving a prescribed level of energy efficiency in the dwellings of "Households" that are "Low-Income". WAP services will be provided to owner occupied units as well as rental units. Priority will be given to in no particular order (1) Households with "Elderly Persons", (2) "Persons with Disabilities", (3) Households with young children that are age five (5) or younger, (4) Households with a "High Energy Burden", and/or (5) Households with "High Energy Consumption", as said terms are defined in Section 6.2, of the State Rules. Subrecipient is allowed to perform weatherization measures as detailed in LIHEAP Priority List, Exhibit C of this Contract. If Subrecipient leverages LIHEAP with any Department of Energy weatherization funds, all federal and state DOE rules and requirements will apply including but not limited to income calculation requirements as outlined in Department of Energy - Weatherization Program Notice 18-3 or updated Income Determination Notice in accordance with the State Rules. The work will be completed in accordance with the International Energy Conservation Code and the minimum requirements set in the State of Texas adopted International Residential Code or in jurisdictions authorized by State law to adopt later editions.
- D. Subrecipient shall refund to the Department any sum of money which has been paid to Subrecipient by the Department, which Department determines has not been strictly spent in accordance with the terms of this Contract. Subrecipient shall make such refund within fifteen (15) calendar days after the Department's request.

SECTION 4. DEPARTMENT FINANCIAL OBLIGATIONS

- A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs incurred by Subrecipient in the amount specified the "Budget and Performance Statement" attached hereto as Exhibit A.
- B. Department's obligations under this Contract are contingent upon the actual receipt and availability by Department of adequate 2019 LIHEAP federal program funds. If sufficient funds are not available to make payments under this Contract, Department may notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.
- C. Department is not liable for any cost incurred by Subrecipient which:
- (1) is incurred to weatherize a dwelling unit which is not an eligible dwelling unit as defined in Section 440.22 of the WAP Regulations, except that pursuant to Section 6.2(b)(28)(B) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below one hundred fifty percent (150%) of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of "Poverty Income Guidelines" at 42 U.S.C. §9902(2);
 - (2) is incurred to weatherize a dwelling unit which is designated for acquisition or clearance by a federal, state, or local program within twelve months from the date weatherization of the dwelling unit is scheduled to be completed;
 - (3) is incurred to weatherize a dwelling unit previously weatherized with weatherization assistance program funds or charged to another LIHEAP WAP or DOE WAP contract, except as provided for in Section 440.18(e)(2) of the WAP Regulations;
 - (4) is for Subrecipient's administrative costs incurred in excess of the maximum limitation set forth in Section 8 of this Contract;
 - (5) is not incurred during the Contract Term ;
 - (6) is not reported to Department on a monthly expenditure or performance report within forty five (45) calendar days following the end of the Contract Term;
 - (7) is subject to reimbursement by a source other than Department; or
 - (8) is made in violation of any provision of this Contract, including the addendums and exhibits, or any provision of federal or state law or regulation, including, but not limited to those enumerated in this Contract.
- D. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the WAP Act and LIHEAP Act.
- E. Notwithstanding any other provision of this Contract to the contrary, the total of all payments and other obligations incurred by the Department under this Contract shall not exceed the sum of **\$764,979.00**.

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

- A. Subrecipient may request an advance payment of up to thirty (30) days. The timing and amount of cash advances shall be as close as administratively feasible, not to exceed a 30-day projection of the actual disbursements by the Subrecipient to direct program costs and the proportionate share of any allowable indirect costs.
- B. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.
- C. Subsection 4(A) notwithstanding the Department reserves the right to use a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excess cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the cash controls or financial management system used by Subrecipient; (3) Department identifies any deficiency in the quality of weatherization work performed by Subrecipient; (4) Subrecipient owes the Department funds; (5) Department's funding sources require the use of a modified cost reimbursement method; or (6) Subrecipient violates any terms of this Contract.
- D. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible dwelling units of the weatherization assistance program and for the payment of the allowable expenditures identified in Section 8 of this Contract incurred during the Contract Term.

SECTION 6. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS

- A. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in state Uniform Grant Management Standards, 34 TAC §20.421 in effect on the effective date of this Contract ("UGMS") Chapter 783 of the Texas Government Code and 2 CFR Part 200. All references therein to "local government" shall be construed to mean Subrecipient.
- B. INDIRECT COSTS. Subrecipient has an approved indirect cost rate of **10.00%**, as detailed in the letter from the cognizant agency.
- C. SUBCONTRACTS. The Subrecipient shall include language in any subcontract that provides the Department the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Contract.
- D. ACCESS. Department reserves the right to conduct additional audits of the funds received and performances rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.
- E. AUDIT CERTIFICATION FORM. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.
- F. AUDIT. In accordance with 10 TAC §1.403(e), Subrecipients that expend \$750,000 or more in federal and/or state awards or have an outstanding loan balance associated with a federal or state resource of \$750,000 or more with continuing compliance requirements, or a combination thereof must have a Single Audit. The expenditure threshold for audit is \$750,000 of Federal Funds. If the Subrecipient's Single Audit is required by 2 CFR Part 200, Subpart F, the report must be submitted to the Federal Audit Clearinghouse ("FAC") the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of its respective fiscal year. As noted in 10 TAC §1.403(f), Subrecipient is required to submit a notification to Department within five (5) business days of submission to the FAC. Along with the notice, indicate if the auditor issued a management letter. If there is a management letter, a copy of the letter must be sent to the Department. Both the notice and the copy of the management letter, if applicable, must be submitted to SAandACF@tdhca.state.tx.us.

SECTION 7. DEOBLIGATION, TERMINATION AND SUSPENSION

- A. DEOBLIGATION. The Department may deobligate funds from Subrecipient in accordance with 10 TAC §6.405 and Chapter 2105 of the State Act.
- B. TERMINATION. Pursuant to Section 2.202 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes but is not limited to Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.
- C. SUSPENSION. Nothing in this Section 7 shall be construed to limit Department's authority to withhold payment and immediately suspend Subrecipient's performance under this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Subrecipient's performance.
- D. WITHHOLDING OF PAYMENTS. Notwithstanding any exercise by Department of its right of deobligation, termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this Contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.
- E. LIABILITY. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.
- F. GENERAL. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under WAP, or a reduction in the original allocation of funds to Subrecipient.

SECTION 8. ALLOWABLE EXPENDITURES

- A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Sections 4 and 5 of this Contract and the regulations set forth in Section 440.18 of the WAP Regulations, subject to the limitations and exceptions set forth in this Section 8.
- B. To the maximum extent practicable, Subrecipient shall utilize funds provided under this Contract for the purchase of weatherization materials. Subrecipient shall weatherize eligible dwelling units using only weatherization materials which meet or exceed the standards prescribed by DOE in Appendix A to Part 440 of the WAP Regulations, State of Texas adopted International Residential Code ("IRC") or jurisdictions authorized by State law to adopt later editions.
- C. Administrative and program services activities funds are earned through provision of direct services to clients in accordance with the State Rules. Subrecipient may choose to submit a final budget revision no later than forty-five (45) calendar days prior to the end of the Contract Term to use its administrative and program services funds for direct service categories.
- D. For units where Subrecipient leverages with any DOE weatherization funds, all weatherization measures installed must have an approved State of Texas Energy Audit savings-to-investment ratio ("SIR") of one or greater unless otherwise indicated as health and safety or incidental repair items. Weatherization measures installed shall begin with those having the greatest SIR (on approved State of Texas Energy Audit) and proceed in descending order to the measures with the smallest SIR or until the maximum allowable per unit expenditures are achieved.
- E. Allowable expenditures under this Contract include:
- (1) the purchase and delivery of weatherization materials as defined in Section 440.18 of the WAP Regulations;
 - (2) if Subrecipient leverages LIHEAP with any DOE weatherization funds, labor costs for doors, primary windows and storm windows that will result in approved energy savings with a SIR of one or greater in accordance with Section 440.19 of the WAP Regulations;
 - (3) the cost of weatherization materials and labor for air and duct sealing, insulation, allowable base load reduction measures, heating and cooling system tune ups, repairs, modification, or replacements. Whenever available, heating and cooling systems must have an Energy Star rating;
 - (4) transportation of weatherization and repair materials, tools, equipment, and work crews to a storage site and to the site of weatherization work;
 - (5) maintenance, operation, and insurance of vehicles used to transport weatherization materials;
 - (6) maintenance of tools and equipment;
 - (7) purchase or lease of tools or equipment;
 - (8) employment of on-site supervisory personnel;
 - (9) storage of weatherization materials, tools, and equipment;
 - (10) incidental repairs (such as repairs to roofs, walls, floors, and other parts of a dwelling unit) if such repairs are necessary for the effective performance or preservation of weatherization measures (If incidental repairs are necessary to make the installation of the weatherization measures effective, the cost of incidental repair measures charged to WAP funds awarded under this Contract shall not exceed the cost of weatherization measures charged to WAP); and
 - (11) allowable health and safety measures.
- F. Health and Safety funds not expended may be moved to the labor, materials, and program support category. These changes will require a Contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) days prior to the end of the Contract Term before these funds can be moved.
- G. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in the "Budget and Performance Statement" as Exhibit A. Allowable administrative costs may include reasonable costs associated with Subrecipient's administrative personnel, travel, audit fees, office space, equipment, and supplies which are necessary for the administration of WAP. Administrative costs are earned based upon the allowable percentage of total allowable expenditures, excluding the allowance for Department/LIHEAP Training Travel or special equipment purchases. Subrecipient may use any or all of the funds allowed for administrative purposes under this Contract for the purchase and delivery of weatherization materials. These changes will require a contract action; therefore, Subrecipient must provide written notification to the Department at least forty-five (45) calendar days prior to the end of the Contract Term before these funds can be moved.
- H. To the maximum extent practicable, Subrecipient shall secure the services of volunteers to weatherize dwelling units under the direction of qualified supervisors.

SECTION 9. RECORD KEEPING REQUIREMENTS

- A. GENERAL. Subrecipient shall comply with the record keeping requirements set forth below and at Section 440.24 of the WAP Regulations and shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §.42, Subrecipient agrees to comply with any changes to the UGMS' record keeping requirements.
- B. CLIENT FILES. For each dwelling unit weatherized with funds received from LIHEAP WAP under this Contract, Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed. Each file shall contain the following information, including the following Department forms found in the Community Affairs Division section of the Department's website at <http://www.tdhea.state.tx.us/community-affairs/wap/guidance.htm#forms>.
- (1) Signed and completed "Application for Weatherization Services" form indicating the ages of the residents, presence in the Household of children age five (5) or younger, Elderly Persons, and Persons with Disabilities. Date of said application and associated documents must be within twelve (12) months of the start date indicated on the "Building Weatherization Report" ("BWR");
 - (2) Twelve (12) month consumer billing history for utilities;
 - (3) Consumption disclosure release form (for access to consumption data for use in surveys and studies);
 - (4) Priority Rating Sheet;
 - (5) Eligibility documentation in accordance with the following:
 - a. Subrecipient must use the definition of "income" in 10 TAC §6.4.
 - b. Subrecipient must provide documentation/verification of client income for the thirty (30) days preceding their application for all Household members eighteen (18) years and older, or provide a "Declaration of Income Statement" ("DIS") form (if applicable). In order to use the DIS form, each Subrecipient shall develop and implement a written policy and procedure on the user of the form, including policies requiring a client statement of efforts to obtain documentation of income with a client signature. Proof of income documentation requirements are the same for both single and multifamily housing. All proof of income must reflect earnings from within twelve (12) months of the start date indicated on the "Building Weatherization Report" ("BWR").
 - c. No dwelling unit shall be weatherized without documentation that the dwelling unit is an eligible dwelling unit as defined in Section 440.22 of the WAP Regulations, except that pursuant to Section 6.2(b)(28)(B) of the State Rules the dwelling unit shall be eligible for weatherization assistance if it is occupied by a family unit whose income is at or below one hundred fifty percent (150%) of the "Poverty Income Guidelines" at 42 U.S.C. §9902(2).
 - (6) BWR form including certification of final inspection and justification for omission of priorities if applicable;
 - (7) Invoices of materials purchased or inventory removal sheets;
 - (8) Invoices of labor;
 - (9) If a rental unit, "Landlord Agreement" form, "Landlord Financial Participation" form and "Landlord Permission to Perform Assessment & Inspections for Rental Units" form and all other landlord forms found in the Community Affairs Division section of the Department's website at <http://www.tdhea.state.tx.us/community-affairs/wap/docs/10-WAPLandlord.pdf>;
 - (10) "Notice of Denial and Appeal Rights," if applicable;
 - (11) Signed and dated "Building Assessment" form, to include existing efficiencies of all heating and cooling appliances (Manual J and Manual S);
 - (12) "Attic/Wall Inspection" form (local design allowed);
 - (13) Documentation of pre/post weatherization carbon monoxide readings for all combustible appliances;
 - (14) "Blower Door Performance Standards and Duct Blower Data Sheet" form;
 - (15) Refrigerator metering information;
 - (16) Client Education Verification;
 - (17) Signed client "Refrigerator Replacement Form" (if applicable);
 - (18) Completed, signed and dated "Priority List" form (if applicable);
 - (19) A complete copy of the approved State of Texas Energy Audit (if applicable);
 - (20) Signed client receipt of the "Unified Weatherization Elements Notification Form" that includes lead hazard information, identification of mold like substance, and state historical preservation information;
 - (21) Work Order;
 - (22) CAZ Testing;

- (23) Pre/Post-ASHRAE Printout (RED Calc); and
 - (24) Signed client receipt of "Mold-Like Substance Notification and Release Form for Texas Weatherization Programs".
 - (25) Final Inspection form that allowable measures are completed as per work order.
- C. MASTER FILES. For each multifamily project weatherized with funds received from LIHEAP under this Contract, Subrecipient shall maintain a master file containing the following information:
- (1) "Multifamily Project Building Data Checklist";
 - (2) Multifamily Project Completion Checklist";
 - (3) "Landlord Permission to Perform an Assessment and Inspections for Rental Units";
 - (4) "Landlord Agreement" form;
 - (5) "Landlord Financial Participation Form"; and
 - (6) significant data required in all multifamily projects.
- D. STANDARDS FOR MATERIALS. Materials standards documentation for weatherization material purchased under this Contract must be maintained. These standards must meet the requirements according to Appendix A to Part 440 of the WAP Regulations.
- E. ACCESS TO RECORDS. Subrecipient shall give U. S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office,, the Comptroller General of the United States, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection E.
- F. RECORD RETENTION. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) the time period described in the state Uniform Grant Management Standards, Chapter III, "State Uniform Administrative Requirements for Grants and Cooperative Agreements", Subpart C -Post Award Requirements, §_42; or (ii) a date consistent with any other period required by the performed activity reflected in federal or state law or regulation. Upon termination of this Contract, all records are property of the Department.
- G. OPEN RECORDS. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract,, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.
- H. HOUSEHOLD ASSESSMENT. Subrecipient must conduct a full Household assessment addressing all possible allowable weatherization measures.

SECTION 10. REPORTING REQUIREMENTS

- A. FUNDING REPORT. By the 15th of each month, Subrecipient shall electronically submit to Department a Performance Report listing demographic information on all units completed in the previous month and an Expenditure Report listing all expenditures of funds under this Contract during the previous month. These reports are due even if Subrecipient has no new activity to report during the month. Both reports shall be submitted electronically.
- B. FINAL REPORTS. Subrecipient shall electronically submit to Department no later than forty-five (45) calendar days after the end of the Contract Term a final expenditure and programmatic report utilizing the Monthly Expenditure Report. The failure of Subrecipient to provide a full accounting of all funds expended under this Contract may result in ineligibility to receive additional funds or additional contracts. After forty-five (45) calendar days, any expenditures not reported to the Department will result in funds being reallocated to LIHEAP purposes.
- C. INVENTORY. In accordance with 10 TAC §1.407, Subrecipient shall submit to Department no later than forty-five (45) calendar days after the end of the Contract Term an inventory of all vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and/or a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts. The inventory shall reflect the tools and equipment on hand as of the last day of the Contract Term.
- D. DATABASE. Subrecipient shall update the Previously Weatherized Units database no later than fifteen (15) days after the end of each month of the contract for units weatherized under this Contract.
- E. HOUSEHOLD DATA. By the 15th of each month, Subrecipient shall electronically upload data on Households served in the previous month into the LIHEAP Module located in the Community Affairs Contract System.

- F. OTHER REPORTS. Subrecipient shall submit other reports, data, and information on the performance of this Contract as may be required by DOE pursuant to Section 440.25 of the WAP Regulations, by U. S. Department of Health and Human Services (HHS), or by the Department.
- G. DEFAULT. If Subrecipient fails to submit, within forty-five (45) calendar days of its due date, , any report or response required by this Contract, including responses to monitoring reports, Department may, in its sole discretion, withhold or suspend any and all payments otherwise due or requested by Subrecipient hereunder,. and/or initiate proceedings to terminate this Contract. If Subrecipient receives LIHEAP WAP funds from the Department over two or more Contracts of subsequent terms, funds may be withheld or this Contract suspended or terminated by Subrecipient's failure to submit a past due report or response (including a report of audit) from a prior Contract Term.
- H. ENTITY IDENTIFIER NUMBER. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number to be used as the Unique Entity Identifier Number on all contracts and agreements. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the <https://www.sam.gov> website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. CHANGES AND AMENDMENTS

- A. AMENDMENTS AND CHANGES REQUIRED BY LAW. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation without the requirement of a written amendment hereto. Said changes, additions, or deletions referenced under this Subsection A of Section 11 may be further evidenced in a written amendment.
- B. GENERAL. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract not required by a change in state or federal law or regulation shall be in writing and executed by both Parties to this Contract.
- C. FACSIMILE SIGNATURES. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.
- D. REQUEST. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 12. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the state Uniform Grant Management Standards, more specifically Chapter III, "State Uniform Administrative Requirements For Grants and Cooperative Agreements", Subpart C - Post-Award Requirements--Financial Administration, §_25, Program Income.

SECTION 13. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor.

SECTION 14. PROCUREMENT STANDARDS

- A. Subrecipient shall comply with UGMS, 10 TAC §1.404, and all applicable federal, state, and local laws, regulations, and ordinances for making procurement transactions and purchases under this Contract. If leveraging DOE funds, Subrecipient shall also comply with 10 CFR §600.236(b-i).
- B. Subrecipient may not use funds provided under this Contract to purchase equipment (as defined by UGMS) with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than \$5,000.00 or on any vehicle purchase unless Subrecipient has received the prior written approval from the Department for such purchase.
- C. Upon the termination of this Contract or non-renewal of the funds hereunder, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of \$5,000.00 or more to itself or to any other entity receiving Department funding.

SECTION 15. SUBCONTRACTS

- A. Subrecipient may not subcontract or subgrant the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured subcontractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 19 of this Contract. Subrecipient shall inspect all subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner. Subrecipient shall make no payment to subcontractor until all work is complete and has passed a final inspection.
- B. In no event shall any provision of this Section 15, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this Section 15 does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.
- C. Every initial assessment, every priority list measure, every approved State of Texas Energy Audit, and every final inspection is the sole responsibility of the Subrecipient. Subrecipient may request in writing that the Department permit the Subrecipient to subcontract the performance of assessments, audits and final inspections. The Department will review each request separately to determine whether the request will be granted.

SECTION 16. MANAGEMENT OF EQUIPMENT AND INVENTORY

- A. Subrecipient acknowledges that any vehicles, tools, and equipment with a unit acquisition cost of \$5,000.00 or more and a useful life of more than one year, if purchased in whole or in part with funds received under this or previous weatherization assistance program Contracts, are not assets of either the Subrecipient or the Department but are held in trust for the Weatherization Assistance Program and as such are assets of the Weatherization Assistance Program.
- B. Subrecipient shall develop and implement a property management system, which complies with 10 TAC Section 1.407 of the State Rules. Subrecipient shall not use, transfer, or dispose of any property acquired in whole or in part with funds provided under this or a previous weatherization assistance program Contract except in accordance with its own property management system.
- C. Upon termination of this Contract or non-renewal of the funds hereunder, the Department may require transfer of the title of equipment to a third party named by the Department. Such a transfer shall be subject to the following standards:
 - (1) The equipment shall be appropriately identified in the award or otherwise made known to the recipient in writing.
 - (2) The Department will issue disposition instructions after receipt of final inventory.
- D. Subrecipient shall establish adequate safeguards to prevent loss, damage, or theft of property acquired hereunder and shall promptly report to Department any loss, damage, or theft of property with an acquisition cost of Five Thousand and No/100 Dollars (\$5,000.00) or more.
- E. In addition to the inventory of tools and equipment required under Section 10C, Subrecipient shall take a physical inventory of all WAP materials and shall reconcile the results with its property records at least once every year. Any differences between quantities determined by the inventory and those shown in the property records shall be investigated by Subrecipient to determine the cause of the difference.

SECTION 17. BONDING AND INSURANCE REQUIREMENTS

- A. **BONDING REQUIREMENTS.** If Subrecipient will enter in to a contract for weatherization activities with a third-party in the amount of \$25,000.00 or greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient enters into a contract with a prime contractor in excess of \$100,000.00, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of weatherization activities. This bonding requirement applies as set forth in 10 TAC §1.405 and to the extent required by federal or state law.
- B. **INSURANCE REQUIREMENTS.** Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 18. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 19. TECHNICAL ASSISTANCE AND MONITORING

- A. Department may issue technical guidance to explain the rules and provide directions on the terms of this Contract. Installation of weatherization materials shall be in accordance with the Material Installation Standards Manual.
- B. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 20. LEGAL AUTHORITY

- A. **LEGAL AUTHORITY.** Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.
- B. **SIGNATURE AUTHORITY.** The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been authorized by Subrecipient's governing board to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, provisions and performances herein.
- C. **TERMINATION; LIABILITY.** Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 20.

- D. MERGER; DEFAULT. Subrecipient understands that it is an event of default under this Contract if the Subrecipient liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Subrecipient's ability to perform under the terms of this Contract.

SECTION 21. COMPLIANCE WITH LAWS

- A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the WAP Act, the WAP Regulations, the LIHEAP Regulations, any applicable Office of Management and Budget ("OMB") Circulars, the Texas DOE WAP State Plan, LIHEAP State Plan, the State Act, the State Rules, the certifications attached, and all federal, state, and local laws and regulations applicable to the performance of this Contract. Subrecipient shall not violate any federal, state, or local laws, stated herein or otherwise, nor commit any illegal activity in the performance of or associated with the performance of this Contract. No funds under this Contract shall be used for any illegal activity or activity that violates any federal, state or local laws.
- B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this Contract and Addendum B that it is implementing the Drug-Free Workplace Act of 1988 (41 OSC §701, *et seq*).
- C. LIMITED ENGLISH PROFICIENCY ("LEP"). Subrecipient must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000 of August 11, 2000 reprinted at 65 F.R. 50121, August 16, 2000 Improving Access to Services with LEP at 67 F.R. 41455. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
- D. REHABILITATION ACT OF 1973. Section 504 of the Rehabilitation Act of 1973 applies to all applicants and Subrecipients of financial assistance in the operation of programs or activities.
- E. PROTECTED HEALTH INFORMATION. If Subrecipient collects or receives documentation for disability, medical records or any other medical information in the course of administering the LIHEAP program, Subrecipient shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164).
- F. PREVENTION OF TRAFFICKING. Subrecipient and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 *et seq*). If Subrecipient or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, Department may terminate this Contract and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

SECTION 22. PREVENTION OF FRAUD AND ABUSE

- A. Subrecipient shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. Subrecipient's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.
- B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the WAP. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Subrecipient shall immediately notify the Department of any identified instances of waste, fraud, or abuse.
- C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 23. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 24. CONFLICT OF INTEREST/NEPOTISM

- A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- D. Subrecipient shall, in addition to the requirements of this Section 24, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.
- E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of this Contract or deobligation of funds.

SECTION 25. POLITICAL ACTIVITY AND LEGISLATIVE INFLUENCE PROHIBITED

- A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any state official or employee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information.
- B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.
- C. None of the funds provided under this Contract shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the Development Owner and each of its tiers have certified by their execution of the "Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements" attached hereto as Addendum A and incorporated herein for all relevant purposes.

SECTION 26. NON-DISCRIMINATION, EQUAL ACCESS AND EQUAL OPPORTUNITY

- A. NON-DISCRIMINATION. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.
- B. EQUAL OPPORTUNITY. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- C. REASONABLE ACCOMODATIONS. Subrecipients shall operate each program or activity receiving financial assistance so that the program or activity, when viewed in its entirety, is readily accessible and usable by individuals with disabilities. Subrecipients are also required to provide reasonable accommodations for persons with disabilities.
- D. ACCESSIBILITY. Subrecipient must meet the standards under (i) Section 504 of the Rehabilitation Act of 1973 (5 U.S.C. §794) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. § 155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36.
- E. SUBCONTRACTS. Subrecipient will include the substance of this Section 26 in all subcontracts.

SECTION 27. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 28. TRAINING AND TECHNICAL ASSISTANCE FUNDS

- A. Training and technical assistance funds shall be used for State sponsored LIHEAP training, federal sponsored LIHEAP training, and other relevant workshops and conferences provided the agenda includes topics directly related to administering WAP. For training and technical assistance other than State or LIHEAP sponsored, Subrecipient must receive prior written approval from the Department.
- B. Travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to either its board-approved travel policy (not to exceed the amounts established in subchapter I of Chapter 57 of Title 5, United States Code ``Travel and Subsistence Expenses; Mileage Allowances), or in the absence of such a policy, the State of Texas travel policies under Section 1.408 of the State Rules. Subrecipient's written travel policy shall delineate the rates which Subrecipient shall use in computing the travel and per diem expenses of its board members and employees.

SECTION 29. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source, nor may they in any way serve to reduce the funds or resources, which would have been available to or provided through Subrecipient, had this Contract never been executed.

SECTION 30. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that none of its principal employees, board members, agents, or contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency as provided in the Certification Regarding Debarment, Suspension and Other Responsibility Matters attached hereto as Addendum D and incorporated herein for all relevant purposes. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in the certification attached as Addendum D, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Subrecipient also certifies that it will not knowingly award any funds provided by this Contract to any person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4 or that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (“SAM”) at www.sam.gov and including a copy of the results in its project files. Subrecipient may decide the frequency by which it determines the eligibility of its subcontractors except that Subrecipient must verify at the start of a new contract or with the award of additional funding. Subrecipient may rely upon a certification of a prospective subcontractor that is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Subrecipient knows that the certification is erroneous. Failure of Subrecipient to furnish the certification attached hereto as Addendum D or an explanation of why it cannot provide said certification shall disqualify Subrecipient from participation under this Contract. The certification or explanation will be considered in connection with the Department’s determination whether to continue with this Contract. Subrecipient shall provide immediate written notice to Department if at any time Subrecipient learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Subrecipient further agrees by executing this Contract that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum D, without modification, and this language under this Section 30, in all its subcontracts.

SECTION 31. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department’s right to exercise that or any other right or remedy at a later time.

SECTION 32. ORAL AND WRITTEN AGREEMENTS

- A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.
- B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:
 - (1) Addendum A- Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - (2) Addendum B - Certification Regarding Drug-Free Workplace Requirements
 - (3) Addendum C - Certification Regarding Environmental Tobacco Smoke
 - (4) Addendum D - Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - (5) Exhibit A- Budget and Performance Statement
 - (6) Exhibit B- PRWORA Requirements
 - (7) Exhibit C- LIHEAP Priority List

SECTION 33. SEVERABILITY

If any portion of this Contract is held to be invalid by an administrative tribunal or a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SECTION 34. HISTORICAL PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Subrecipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. §470) (NHPA). The Department has provided guidance through the best practice document posted on the Department’s website at <http://www.tdca.state.tx.us/community-affairs/wap/docs/WAP-BP-HistoricPresFlowchart.pdf>.

SECTION 35. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 36. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or explicitly religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. If Subrecipient conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance. Subrecipient shall comply with the regulations promulgated by the U. S. Department of Health and Human Services ("HHS") at 45 CFR §87.2.

SECTION 37. APPEALS PROCESS

In compliance with the WAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner, according to Section 6.8 of the State Rules.

SECTION 38. SPECIAL CONDITIONS

Subrecipient shall accept applications for WAP benefits at sites that are geographically accessible to all Households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for WAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. FORCE MAJURE

An equitable adjustment will be made for delay or failure to perform hereunder if:

A. Any of the following events occurs:

- (1) Catastrophic weather conditions or other extraordinary elements of nature or acts of God;
- (2) Acts of war (declared or undeclared);
- (3) Acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; or
- (4) Quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 40. ALTERNATIVE DISPUTE RESOLUTION

In accordance with Section 2306.082 of the State Act, it is the Department's policy to encourage the use of appropriate alternative dispute resolution procedures ("ADR") under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the Department and the use of negotiated rulemaking procedures for the adoption of Department rules. As described in Chapter 154, Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by Department's ex parte communications policy, Department encourages informal communications between Department staff and the Subrecipient, to exchange information and informally resolve disputes. Department also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Subrecipient would like to engage Department in an ADR procedure, the Subrecipient may send a proposal to Department's Dispute Resolution Coordinator. For additional information on Department's ADR policy, see Department's Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

SECTION 41. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 42. COUNTERPARTS AND FACSIMILIE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 43. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 44. ASSIGNMENT

This Contract is made by Department to Subrecipient only. Accordingly, it is not assignable without the written consent and agreement of Department, which consent may be withheld in Department's sole discretion.

SECTION 45. NOTICE

A. If a notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young, Director of Community Affairs
Telephone: (512) 475-2125
Fax: (512) 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

Travis County
PO Box 1748
Austin, TX 787671748
Attention: Sherri Fleming, County Executive
Telephone: (512) 854-4100 Fax: (512) 279-1608 Email: sherri.fleming@traviscountytexas.gov

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract shall be construed under and in accordance with the laws of the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

SECTION 47. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. If copyrighted materials are developed in the under this Contract, the Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 48. LIMITATION ON ABORTION FUNDING

Pursuant to Section 6.25 of Article IX of SB 1, 85th Legislature, Regular Session (2017) (“General Appropriations Act”), to the extent allowed by federal and state law, money appropriated by the General Appropriations Act for state fiscal year 2018 and 2019 may not be distributed to any individual or entity that, during the period for which funds under this General Appropriations Act are appropriated:

- A. Performs an abortion procedure that is not reimbursable under the State’s Medicaid program;
- B. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or
- C. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program. This limitation on funding does not apply to a hospital licensed under Chapter 241 of the Health & Safety Code, a State hospital, a State-owned teaching hospital, a teaching hospital, a residency program accredited for medical education, or an office exempt under Section 254.004(2) of the Health and Safety Code.

By execution of this Contract the Subrecipient hereby certifies that, as a condition of receipt of any appropriated funds, it is eligible to receive funds appropriated under the General Appropriations Act, and that it will not utilize appropriated funds in any way contrary to this Section 48 during the Contract Term.

EXECUTED to be effective on **January 01, 2019**

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

ADDENDUM A

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER. 81190003026

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM

(CFDA# 93.568)

ADDENDUM B

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

Travis County
5021 E. Cesar Chavez
Austin, TX 78702

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, Department, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER. 81190003026

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM

(CFDA# 93.568)

ADDENDUM C

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

The undersigned certifies to the following:

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this Contract the Subrecipient certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

SUBRECIPIENT:

Travis County

a political subdivision of the State of Texas

By:

Title:

Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER. 81190003026

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM

(CFDA# 93.568)

ADDENDUM D

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The undersigned certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (e) Will submit to the Department information about each proceeding that occurs during this Contract Term or during the recordkeeping period that:

- (1) Is in connection with this award;
- (2) Reached its final disposition during the most recent five year period; and
- (3) Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined below;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damage
 - iv. Any other criminal, civil, or administrative proceeding if:
 - 1. It could have led to an outcome described in this section (e) paragraph (3) items (i) - (iii) of this award term and condition;
 - 2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - 3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- (4) For purposes of section (e) of this certification the following definitions apply:
 - i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Contract.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:

[Signature]
Title: _____
Date: _____"

This certification is a material representation of fact upon which reliance is placed when the Department awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, the Department may terminate this Contract for cause or default.

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER. 81190003026
FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

EXHIBIT A

BUDGET AND PERFORMANCE STATEMENT

Travis County
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

<u>\$ 762,979.00</u>	LIHEAP FUNDS CURRENTLY AVAILABLE
<u>\$ 2,000.00</u>	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
<u>\$ 762,979.00</u>	TOTAL ANTICIPATED LIHEAP FUNDS
<u>\$ 2,000.00</u>	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current Contract Term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS

1

CATEGORIES	FUNDS
² Administration	\$ 55,155.00
³ Materials / Program Support / Labor	\$ 601,650.00
⁴ Health and Safety	\$ 106,174.00
SUB-TOTAL	\$ 762,979.00
⁵ Training and Technical Assistance	\$ 2,000.00
TOTAL	\$ 764,979.00

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

- ¹ Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. The only categories that can be reduced are the Administrative, Training and Technical Assistance and/or the Health and Safety categories. Subrecipient is limited to two (2) requested budget revisions during the current Contract Term. **Only those written request(s) from the Subrecipient received at least forty-five (45) days before the end of the Contract Term will be reviewed. The Department may decline to review written requests received during the final 45 calendar days of the Contract Term.**
- ² Denotes maximum for Administrative based on 7.21% of total allowable expenditures.
- ³ Expenses incurred under Roof Repair will come out of your Materials / Program Support / Labor budget.
- ⁴ Denotes the maximum allowed for Health and Safety expenditures.
- ⁵ Department approved training / travel only.

PERFORMANCE

Subrecipient's service area consists of the following Texas counties:

TRAVIS

Work orders must be submitted to weatherization contractors no later than December 30, 2019 for any weatherization activities to be completed under this Contract. All weatherization activities including final inspection must be completed no later than January 31, 2020.

Subrecipient may incur costs associated with the closeout of this Contract. These activities include but are not limited to: payment of invoices, and quality assurance activities for a period not to exceed 45 days from the end of the Contract Term defined in Section 2 of this Contract.

These costs shall be reported on the final report described in Section 10 of this Contract.

Subrecipient shall provide weatherization program services sufficient to expend the funds under this Contract during the Contract Term. WAP costs per unit (materials, labor, and program support), excluding health and safety expenses, shall not exceed **\$6,500.00** per unit without prior written approval from the Department. The cumulative total cost per unit (materials, labor, and program support), shall not exceed the maximum allowable by end of the Contract Term.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NUMBER. 81190003026

FY 2019 LOW-INCOME HOME ENERGY ASSISTANCE ACT WEATHERIZATION ASSISTANCE PROGRAM
(CFDA# 93.568)

EXHIBIT B

PRWORA REQUIREMENTS

**Travis County
a political subdivision of the State of Texas**

If an individual is applying for LIHEAP funds, a Subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 *et. seq.*, as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility (8 U.S.C. §1642(a) and (b)). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

**CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR
ENTITLEMENTS (SAVE) SYSTEM**

Subrecipient shall:

- (1) System Use.
 - (a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;
 - (b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;
 - (c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;
 - (d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), <https://www.uscis.gov/save/resources> , and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;
 - (e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;
 - (f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at <https://www.uscis.gov/e-verify/employers/monitoring-and-compliance> or 202-443-0104

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/her may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS - USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. §1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. §552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit B and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. §552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Michael De Young
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Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
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USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
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Department of Homeland Security
Washington, DC 20529-2640
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EXHIBIT C

**LIHEAP PRIORITY LIST
For Single-Family, Mobile Homes, and Small Multi-Family Buildings**

**Travis County
a political subdivision of the State of Texas**

An energy conservation measure (ECM) may include contributory items necessary for the proper installation of that ECM. The installed cost of all contributory items, associated with the proper installation, cannot exceed the cost of the individual ECM cost. Both the contributory and ECM costs are to be wrapped for the total ECM cost.

Contributory items, as defined by the Department, means items required by WAP field standards to achieve a final product in a typical installation. Contributory items must be necessary to complete the proper installation and ensure proper performance of the ECM.

Incidental Repairs, as defined by the Department, means those repairs necessary on items for the effective preservation of weatherized materials.

1. Health & Safety Items
 - Households that have a pregnant woman - Window screens/Solar screens to help prevent exposure to the Zika Virus
 - Must meet ASHRAE 62.2-2016 Standard
 - Refer to H&S guidance located on the Department website at the following link:
<http://www.tdhca.state.tx.us/community-affairs/wap/guidance.htm>
 - To include cook stoves - refer to Chapter 8 of the MISM
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>
2. Infiltration Measures, Maximum Cost
 - \$1000, maximum cost
 - Must follow Material Installation Standards located on the Department's website at the following link:
<http://www.tdhca.state.tx.us/community-affairs/wap/docs/WAP-MISM.pdf>
 - When solely utilizing the LIHEAP Priority List, minimum CFM reduction is not required
 - All cost (labor and materials) must be detailed on the Building Weatherization Report (BWR)
 - Complete Blower Door Data Sheet as instructed
3. Duct Sealing or Replacement
 - \$1000, maximum cost
 - All return ducts to be sealed/replaced as needed regardless of location
 - All supply ducts to be sealed/replaced as needed when in un-conditioned space
4. Attic Insulation
 - If addressed, must follow current code
 - Block all heat sources & attic hatches
 - If no insulation is added but ventilation needed, install ventilation under H&S
5. Compact Florescent Lighting (CFLs) or Light-emitting Diodes (LEDs), water savers, and pipe and water heater insulation
 - Install maximum of 10 CFLs/LEDs per house
 - Water savers consist of kitchen, bath, and shower
6. Sidewall Insulation
 - Dense pack all exterior wall cavities including above and below all windows and doors if no insulation exists
7. Smart Thermostat
 - Install only after consultation/training with client
8. Refrigerator Replacement
 - Meter for minimum of 30 minutes
 - Pre-1993 units can be replaced without metering, as long as manufactured year is documented

- Replaced units must be de-manufactured properly, materials must be recycled and refrigerant properly disposed of to E.P.A. regulations
9. Solar Screens/Window Film
- Install in the following order:
 - West, South, East, then North side of house
 - If the windows are covered by porches, garages, or any other permanent shading structure, then solar screens/window film cannot be installed on that window
10. Floor Insulation
- If addressed, must follow current code
 - Follow OSHA accessibility standards
11. Miscellaneous Repairs
- Maximum expenditure allowed is \$500
 - Must be related to weatherization measure
 - Materials include: lumber, shingles, flashing, siding, drywall, masonry supplies, minor window and door repair, gutters, downspouts, paint, stains, and sealants
 - Regarding mobile homes, could include mobile home skirting and overhangs to protect mobile home doors
 - Could also include carpentry work to protect water heaters located outside to protect DWH from weather elements
 - Could include roof, wall, and floor repair; excluding leveling
 - Repair of "essential wiring"
 - Essential wiring defined as any wiring going directly to an appliance that is being addressed by the WX program
12. HVAC/Evaporative Cooler System Service
- Complete replacement of furnace/AC/HVAC as energy efficiency measure is a possibility
 - i. **Must meet current Energy Star rating** for complete system replacement (see guidance below for component only replacement);
 - ii. Must document accurate Manual J and Manual S in client file
 - iii. HVAC units with a SEER or downgraded SEER of 11 or less should be replaced. Documentation of the downgraded formula should be in the client file as part of the assessment;
 - iv. Central heating units with an Annual Fuel Utilization Efficiency (AFUE) or downgraded AFUE of 65% or less should be replaced with a high efficiency unit, not less than 90% AFUE. Documentation of the downgraded formula should be in the client file as part of the assessment;
 - v. Resistance central heating units, if the cooling side meets replacement criteria, may be replaced with a complete central heat pump system. Documentation of degraded cooling unit SEER and age of heating unit should be in the client file as part of the assessment;
 - vi. The replacement of AC only components of the HVAC system in cases where the existing furnace does not meet the degraded AFUE will be allowed if the following criteria is met:
 1. The components have a valid AHRI rating
 2. Components are either Energy Star Rated or documentation is present in the client file from the HVAC contractor stating the reason Energy Star rating cannot be obtained. If Energy Star ratings are not obtained the components must:
 - a. Increase the degraded SEER rating of the existing equipment by a minimum of 3 SEER.
 - b. Be the highest AHRI rated components available with a min SEER rating of 14 SEER
 - Repair of central system is potentially allowable. Justification for the repair must be documented in the client file. Repair can include, but is not limited to:
 - i. Clean and tune
 - ii. Clean Evaporative and Condensing coils
 - iii. Check/adjust gas pressure
 - iv. Clean blower wheel (squirrel cage)
 - v. Check all controls, set heat anticipator if applicable
 - Change and leave up to twelve new air filters
 - No replacement of window air-conditioners if a central system is replaced or repaired to working order
 - Replacement of window air-conditioners:
 - Maximum of three (3) window units can be replaced

- Must be Energy Star Rated and sized according to manufacturer's room sizing specifications
- Mini split replacement options for units with inefficient or oversized window units will be considered on a case by case basis with Department approval. In order to receive Department approval, subrecipients must provide the following:
 - a. Billing history information to verify the need
 - b. Window unit plate information to include age, rated efficiency, maintenance factor/condition, and BTU size.
 - c. Brief synopsis of the auditors reasoning for the mini split consideration
 - d. Unit drawing showing the coverage of each window unit
 - e. Type of heating system in the house
 - f. Cost information of the replacement system
 - g. Other information deemed necessary by the Department to justify window unit replacement with a mini split system.

13. Doors and/or Windows

- Doors or windows that are structurally unsound or unable to be repaired may be replaced.
(Photo documentation must be kept in the client file.)